Newcastle was void because one cannot be bound to himself.[7] It is easily conceivable that this emphasis upon the headship of the corporate body might have resulted in the conception that the title to the common property was vested in him and that his action should be corporate action *per se.* Few things are better settled in our law than that this is not the nature of the corporate organism, yet it is only on such a theory that the present decision can find support.

When statutes provide that affidavits shall be made by one who has a certain interest, his agent, or attorney, there seems to be no overpowering necessity that such an affidavit, when made by an agent, shall bear internal evidence of the agent's authority.[8] Nevertheless, it has been held that such an agent must in his affidavit allege his authority to act.[9] In general, however, the courts have been satisfied by any words which indicate that the affiant acts as agent for the proper person.[10] Since the implied authority of corporate administrative officers is usually broad enough to cover this situation,[11] it would seem that a mere statement of his official position should fulfil the requirement of the courts.[12] If, however, the affidavit of an agent must comply with certain specific requirements, it would seem that, unless our theory of corporations is to be remoulded along rather astonishing lines, the affidavit of the officer of a corporation must fulfil those conditions.[13]

RECENT CASES.

ADMIRALTY — TORTS — TEST OF JURISDICTION. — A steamer broke loose from her moorings and damaged a bridge. The bridge-owners filed a libel against the steamer in admiralty. *Held*, that the court has no jurisdiction of the subject-matter. *Cleveland, etc., R. R. Co.* v. *Cleveland S. S. Co.*, 208 U. S. 316.

This case shows the disinclination of the Supreme Court to disturb its old rule that admiralty jurisdiction of a tort is to be determined by the locality of the consummation of the act. *The Plymouth*, 3 Wall (U. S.) 20. The rule, however, has been broken into to the extent that injury by a ship to a structure erected in aid of navigation, though affixed to the land, is within that jurisdiction. *The Blackheath*, 195 U. S. 361. That case might be distinguished in that the injury was to a beacon, and beacons have from ancient times been subject to admiralty jurisdiction. *Crosse* v. *Diggs*, 1 Sid. 158. But in view of the early tendency to put a liberal construction on the constitutional grant of this jurisdiction to the federal courts, and of the clearly sound policy of that tendency, the rule should be regarded as thus modified. See *The Vengeance*, 3 Dall. (U. S) 297. The Admiralty Court Act, 1861, gives the English admiralty jurisdiction over "any claim for damage done by any ship." See *The Swift*, [1901] P. 168. The doctrine of continental Europe is equally broad. See

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[7] Y. B., 21 Edw. IV, f 15, f 68, cited in 1 Pollock & Maitland, History of Eng. Law, 492, n. 3.

[8] See Duffie *v.* Black, 1 Pa. St. 388.

[9] Miller *v.* Chicago, etc., Ry. Co., 58 Wis. 310.

[10] Smith *v.* Victorin, 54 Minn. 338; Wetherwax *v.* Paine, 2 Mich. 555.

[11] Sumner *v.* Dalton, 58 N. H. 295. But *cf.* Mahone *v.* Manchester, etc., R. R. Co., 111 Mass. 72.

[12] First Nat'l Bank *v.* Graham, 22 S. W. 1101 (Tex., Ct. App.).

[13] See New Brunswick, etc., Co. *v.* Baldwin, 14 N. J. L. 440; Shaft *v.* Phoenix Life Ins. Co., 67 N. Y. 544.

BENEDICT, ADM. PRAC., 3 ed., 91 *et seq.* Since international uniformity is peculiarly desirable in admiralty matters, it is to be regretted that the court, with the wiser foreign rule before it, was bound by its old decisions.

ALIENS — PREFERENCE GIVEN TO LOCAL CREDITORS BY STATE COURTS. — A, a foreigner, brought a tort action against B, an insolvent foreigner in Wisconsin, at the same time garnisheeing B's account in the X bank. After A had obtained judgment against B, C, a citizen of Wisconsin, sued B, and intervened in the garnishment process. Judgment was given for C. A appealed to the United States Supreme Court. *Held*, that such discrimination by a state in favor of its citizens is a matter of state policy, and is not unconstitutional. *Disconto Gesellschaft* v. *Umbreit*, 208 U. S. 570.

Before the National Bankruptcy Act many states adopted a policy of discrimination against non-resident creditors in favor of their citizens. Thus, where a debtor made a voluntary assignment and owned property in another state, only citizens of that state could attach the property. *Bacon* v. *Horne*, 123 Pa. St. 452; *contra*, *Paine* v. *Lester*, 44 Conn. 196; see 7 HARV. L. REV. 281. Nor could the assignee pursue his claims to the detriment of resident creditors. *Hunt* v. *Columbian Ins. Co.*, 55 Me. 290. Since the constitutionality of this policy was upheld, *a fortiori* discrimination against a foreigner would not be unconstitutional. This case was decided in the state court on the ground that, since the court could refuse to entertain a tort action between two foreigners, it would refuse to allow a foreign creditor to withdraw funds from the state when the claims of intervening domestic creditors were unsatisfied. *Disconto Gesellschaft* v. *Umbreit*, 127 Wis. 651. But the right of an alien to sue an alien for a foreign tort is a common law right and not within the discretion of the court. 1 WHART., CONF. OF L., 5, 64. To limit this right seems a clear case of judicial legislation, but it is certainly not a discrimination within the Fourteenth Amendment.

ARBITRATION AND AWARD — REVOCATION OF SUBMISSION TO ARBITRATION BY DEATH OF A PARTY. — A building contract contained a condition that any dispute between the parties as to the price to be paid for extras should be submitted to arbitration. A dispute having arisen, the submission was made a rule of court. Before final award was made one of the parties died. *Held*, that the proceedings can be continued by the personal representatives of the deceased. *In the Matter of an Arbitration between Donovan and Burke*, 42 Ir. L. T. 68 (Ire., K. B. D., Feb. 3, 1908).

At common law a submission to arbitration was revocable at the will of either party at any time before the award was finally made. *Green* v. *Pole*, 6 Bing. 443. This was so even when the submission was made a rule of court. *Skee* v. *Coxon*, 10 B. & C. 483. The arbitrator being only an agent, it was held that his authority, and hence the submission, was revoked by the death of one of the parties, unless there was in the submission an express clause to the contrary. *Blundell* v. *Brettargh*, 17 Ves. 232. The principal case is therefore clearly opposed to the English common law under which it admittedly should have been decided. In England the matter is now largely covered by statutes which provide that after the appointment of an arbitrator, the death of either of the parties shall not operate as a revocation. See RUSSELL, ARBITRATION, 9 ed., 129, 131. Statutory provisions of this nature are common in the United States, but in the absence of statute the courts have followed the English common law doctrine that the submission is revoked by the death of either party. *Gregory* v. *Boston Safe Deposit, etc., Co.*, 36 Fed. 408.

BANKRUPTCY — DISCHARGE — OBTAINING MONEY BY FALSE STATEMENT IN WRITING. — The plaintiff obtained from the defendant a loan of money on the faith of a materially false statement in writing. § 14 *b* (3) of the Bankruptcy Act of 1898 as amended in 1903 provides that a bankrupt "obtaining property on credit . . . upon a materially false statement in writing" shall be denied a discharge. *Held*, that the plaintiff is not entitled to a discharge. *In re Pfaffinger*, 19 Am. B. Rep. 309 (C. C. A., Sixth Circ., Jan. 1908).